

GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT  
FOR TELEPHONE COMPANY PLANT  
BY INDIVIDUAL(S)

Oct 16 11 43 AM '95

Document No.

Century Telephone Enterprises, Inc.  
Form No. E.1

BK \_\_\_\_\_ PG \_\_\_\_\_  
W.E. DAVIS CH. CLK.

FOR A VALUABLE CONSIDERATION,

Harry H. Malone

This Space Reserved For Recording Data

STATE MS. DESOTO CO.

Oct 26 11 22 AM '95

BK 292 PG 235  
W.E. DAVIS CH. CLK.  
by D. Stanley

\_\_\_\_\_, and Mumford Miller, Jr.,  
\_\_\_\_\_, Individual(s), his, her or their  
heirs, successors and assigns, ("Grantor"), hereby gives and grants to  
Century Telephone of North Mississippi  
a Mississippi corporation, its successors and  
assigns to have and to hold forever, ("Grantee"), an easement to  
construct, use, maintain, operate, alter, add to, repair, replace,  
and/or remove its facilities consisting of ~~poles, cross arms, anchors,~~  
~~guys, braces, and~~ and underground cables and wires,  
underground conduits and manholes, and appurtenances including,  
but not limited to, housings for above ground communications  
equipment and/or other purposes (hereinafter called "telephone  
company plant") upon, over, in, under, across, along and through  
that certain real property in the [City, Village, or Town] of  
Olive Branch, Desoto County, State of  
Mississippi, described as follows:

A 15' WIDE EASEMENT PARALLEL TO AND ADJACENT TO THE NORTH  
RAW LINE OF HWY. 302/GOODMAN RD. DESCRIBED AS FOLLOWS:  
COMMENCING APPROXIMATELY 160' NORTH OF INTERSECTION OF  
GOODMAN RD. & CENTERHILL RD. SAID POINT BEING THE  
INTERSECTION OF THE WEST RAW LINE OF CENTERHILL RD. AND THE  
PROPOSED NORTH RAW LINE OF GOODMAN RD./HWY. 302. THENCE  
SOUTHWEST ALONG THE PROPOSED RAW APPROXIMATELY 230'± TO  
THE EXISTING NORTH RAW LINE OF GOODMAN RD./HWY. 302. THENCE  
WEST ALONG THE EXIST. NORTH RAW LINE OF GOODMAN RD./HWY. 302  
3,000'± TO THE EAST PROPERTY LINE OF LOT 12 OF COUNTRY  
MEADOWS SUBDIVISION. A PART OF THE SE 1/4, SEC. 29, T-1-S, R-5-W.

NOTE: OWNER REQUEST CABLE TO BE PLACED AT A 48" MIN. DEPTH ACROSS PROPERTY

(hereinafter called "the easement property") and to the fullest extent the Grantor has the right to so grant in connection  
with the easement property, if at all, beside, upon, over, in, under, across, along and through the roads, alleys, streets, or  
highways adjoining or running through the easement property.

The location of the telephone company plant presently installed or to be installed is more particularly described as  
follows: (SEE ABOVE DESCRIPTION) mm HM. CE

Along a line within \_\_\_\_\_ feet (\_\_\_\_\_) more or less, of the  
\_\_\_\_\_ and \_\_\_\_\_ boundary line(s) of the lands of Grantor and  
\_\_\_\_\_ feet (\_\_\_\_\_) on either side thereof, for a distance of \_\_\_\_\_ feet.

The Grantee shall have the right of ingress to and egress from the land of the Grantor for the purpose of exercising  
the rights herein granted, and the right to cut down and control the future growth of all trees and brush which may, in  
Grantee's judgment, interfere with the use of said easement.

The Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or to the  
property of the Grantor by the construction or maintenance of said telephone company plant.

Grantor covenants not to erect any structure upon the aforesaid real property that would interfere with Grantee's  
use of said easement.

The Grantor agrees that all telephone company plant, installed on the above-described premises at the Grantee's  
expense, shall remain the property of the Grantee, removable at the option of the Grantee.

Prior to the installation of buried cable facilities by the Grantee, the Grantor agrees to locate and allow the Grantee  
to mark property or expose these facilities (i.e. fuel runs, sewage facilities, tanks, water lines, etc.) of which the Grantor is  
aware if these facilities are or will be buried along the cable route. The Grantor's failure to comply with this provision shall  
constitute a waiver of all liability associated with any resulting damages to these facilities.

The Grantor covenants that it is the owner of the above-described lands.

Dated: Oct. 13, 1995

(SEAL)

Name typed or printed

Harry H. Malone (SEAL)

Name typed or printed

(SEAL)

Name typed or printed

Mumford Miller Jr (SEAL)

Name typed or printed

STATE OF Mississippi )COUNTY OF DeSoto )SS.On Oct. 13, 1995before me, the undersigned, a Notary Public in and for said State and County, personally appeared Harry H. Maloneand Mumford Miller Jr, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same.

[SEAL]

Crystal D. Thomas  
Crystal D. Thomas

Name typed or printed

Notary Public of MississippiCounty of DeSotoMy commission expires: 2-22-96

Exempt from real estate transfer fee.

Statutory Citation: \_\_\_\_\_

Telephone Company: CENTURYTELEPHONE OF NORTH MISSISSIPPIExchange: OLIVE BRANCHRoute: L-2000Work Order No.: 042-H5236-01

This instrument was drafted by:

Charles D. Heath

Attorney at Law

2935 East Avenue South

La Crosse, WI 54601

608/791-1602

(clea1.fm)

bep  
sret  
see card